

**MARYLAND FARMS AND FAMILIES PROGRAM**  
**REQUEST FOR GRANT PROPOSALS, 2019**  
**AUTHORITY:** Md. Code Ann. Agric. Art., §§10-2001 et seq.

The Maryland Department of Agriculture (MDA) is seeking requests for grant proposals (RFGP) from qualifying non-profit organizations for projects to be funded under the Maryland Farms and Families Program (the Program). The Program's purpose is to double the purchasing power of food-insecure residents of Maryland with limited access to fresh fruits and vegetables and to increase revenue for farmers through redemption of federal nutrition benefits at Maryland farmers markets.

A grant proposal:

1. Shall include a plan for Calendar Year 2019 to match purchases of Maryland citizens at participating farmers markets throughout the State made with checks from the Farmers Market Nutrition Program, Supplemental Nutrition Assistance Program benefits and Women, Infants and Children benefits.
2. Shall distribute at least 70 percent of the granted amount to participating Maryland farmers markets for healthy local food incentives. Limitation on the use of funds (No more than 30 percent of the funds may be used for program development, promotion and outreach, farmers market training and capacity building, technical assistance, program data collection, evaluation and administration.) Distribution of more than 70 percent of the grant in the form of incentives is encouraged and will be considered in ranking of applications. In its proposal, the applicant shall indicate the percentage of the granted amount that will be distributed to participating Maryland farmers markets.
3. Proposals shall be no more than 30 pages (8 ½ by 11, 11 point type, double spaced) in length with supporting documentation, and shall include a detailed Scope of Work.

**Eligible Applicants:** To qualify to receive a grant under this program, the Department must determine that the nonprofit organization has a demonstrated record of building a statewide network; designing and implementing successful healthy food incentive programs that connect federal food benefit recipients with local farmers; implementing funds distribution and maintaining reporting processes; providing training and technical assistance to farmers markets; conducting community outreach and data collection, including customer surveys. In its proposal, the applicant must furnish proof that it is a qualifying organization.

**Successful applicants shall** submit a final report to MDA of the names and locations of farmers markets that received funds under this program, the dollar amount of funds awarded to each, the dollar amount of FMNP, SNAP and WIC benefits used at each market participating as well as any unspent matching funds at each market. Additionally, the report shall include the number of FMNP, SNAP and WIC transactions carried out at participating farmers markets and an assessment of the program's effectiveness in increasing consumption of fresh, local fruits and vegetables by FMNP, SNAP and WIC families as determined by customer surveys.

**RFGP Posting Date:** December 21, 2018

**Application Deadline:** No later than 5:00PM EST, January 22, 2019

**Estimated Total Program Funding Available for this funding cycle:** \$200,000

**Award Ceiling:** \$200,000

**Award Floor:** \$100,000

**Opportunity category:** Competitive Grants

**Other Funds/Cost Share or Matching Requirements:** None, but encouraged. If the applicant is providing matching funds, it should be stated in the proposal, including the amount of the match.

**Selection Criteria:** Eligible applications that are received prior to the deadline will be evaluated on a competitive basis. MDA will review, rank, and make funding recommendations based upon the above criteria, including the criteria specified in Md. Code Ann. Agric. §§10-2001 et seq.

**Budget:** The applicant shall include a budget with its proposal setting forth how it will distribute/use the grant.

**Timeline**

**Date of Posting of RFP:** December 21, 2018

**Deadline for Application Submission:** January 22, 2019 5:00PM EST

**Proposal Review Period:** January 22-28, 2019

**Approved by Maryland Secretary of Agriculture:** January 28, 2019

**Notifications of Funding Decisions:** January 28, 2019

**Grant Agreements sent to grantees for signatures:** Within 1 working week after Notifications.

**Signed Grant Agreements returned to MDA:** With 1 working week.

## EXAMPLE

### STATE OF MARYLAND DEPARTMENT OF AGRICULTURE

#### GRANT AGREEMENT

Grant Agreement No: 10-00x

**PROJECT:** Increasing use of FMNP, SNAP at Maryland Farmers Markets

**THIS GRANT AGREEMENT** (this “Agreement”) is effective as of the 1<sup>st</sup> Day of February, 2019 and between the **DEPARTMENT OF AGRICULTURE** (“Grantor”), a principal department of the State of Maryland (“State”) (“Grantor”), and the **XXXXXXXX**, (“Grantee”), a nonprofit 501(c)3 organization, whose federal taxpayer identification number is: XXXXX.

**IN CONSIDERATION** of the foregoing and the mutual promises and covenants contained in this Agreement, Grantor and Grantee agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide a grant of XXXXXX to Grantee to assist in achieving the programmatic goals set forth in the Scope of Work, that is to be achieved through expenditures made in accordance with the Budget (Both the Scope of Work and Budget are detailed in the Proposal incorporated here.)

#### 2. TERMS OF AGREEMENT

Grantee shall abide by the terms of this agreement. Performance under this Agreement commences on execution of the Agreement and continues until agreed upon services are completed, but in any case no later than January 30, 2020. Grantee shall provide deliverables which meet the goals laid out in the Request for Grant Proposals (Attachment 1), and the Grantee’s proposal (Attachment 2). Grantee is also subject to the terms and conditions set forth in Attachment 3. Grantee shall submit in writing to Grantor in the event that there’s a change of scope or objectives of the project and/or a budget change that exceeds more than 5% of the project’s total budget. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant’s purpose may be allowed provided the Grantor and the Grantee’s agree that such changes are consistent with the program’s intent.

#### 3. PERIOD OF AWARD

Performance under this Agreement commences on **February 1, 2019**, and continues until agreed upon services are completed, but in any case no later than **January 30, 2020**.

#### 4. DISBURSEMENT OF GRANT

Upon execution of this Agreement and receipt of “Request for Disbursement” (Attachment 4), the Grantor will approve **disbursement of 50 percent** of the Grant Funds to Grantee in Phase I. Upon the receipt and approval of interim report, due no later than June 1, 2019, the remaining 50 percent of the Grant Funds shall be disbursed to the Grantee. Any unused funds shall be returned to MDA by January 30, 2020.

## 5. REPORTING

Grantee shall provide a programmatic and financial report no later than **June 1, 2019** to the Grantor. The grantee shall provide a final programmatic and financial report no later than **January 30, 2020** to the Grantor. Interim and final reports shall include **original documentation verifying all grant fund expenditures**, to date. Interim reports shall include a forecast of expenses for the remainder of the grant period.

Grantee shall submit in their final report a list of the names and locations of farmers markets that received funds under this program, the dollar amount of funds awarded to each, the dollar amount of FMNP, SNAP and WIC benefits used at each market participating as well as any unspent matching funds at each market. Additionally, the report shall include the number of FMNP, SNAP and WIC transactions carried out at participating farmers markets and an assessment of the program's effectiveness in increasing consumption of fresh, local fruits and vegetables by FMNP, SNAP and WIC families as determined by customer surveys.

Interim and final reports must be submitted to Grantor in hard copy and electronically in Microsoft Word and/or Excel documents via email. Electronic copies may include scans of the documentation required to verify use of grant funds.

## 6. CONTACTS

### Grantor Contact

Mark S. Powell  
Maryland Department of Agriculture  
50 Harry S Truman Parkway  
Annapolis, MD 21401  
Phone: 410-841-5775 Fax: 410-841-5987  
Email: mark.powell@maryland.gov

### Grantee Contact

**Grantee Name:**  
**Address:**  
**Federal ID Number:**  
**Contact:**  
**Phone:** **Fax:**  
**Fax:**  
**Email:**

### By signing this agreement, the Grantee certifies that it shall:

- Comply with all applicable federal, state, and local law, including laws relating to discrimination in employment
- Comply with Maryland's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance throughout the term of this agreement.
- Comply with the Terms and Conditions set forth in Attachment 3.

<b>GRANTEE</b>
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By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>MARYLAND DEPARTMENT OF AGRICULTURE</b>
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By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**  
**Request for Grant Proposals**

## **Attachment 2**

Proposal

### Attachment 3

#### Terms and Conditions

*The successful applicant awarded a grant is subject to the following terms and conditions.*

A. Inspection of Records. Grantee shall allow any duly authorized representative of MDA, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

B. Approval of Outreach and Other Printed Material. Grantee shall provide the MDA program coordinator with draft review copies of all project related material (such as vouchers, flyers, fact sheets, etc) intended for public distribution. Grantee shall not finalize such materials without the approval of the MDA program coordinator.

C. Acknowledgement. Grantee shall acknowledge MDA funding in all programs and promotional materials relating to the funded activities in the manner agreed to by MDA.

D. Repayment of disbursed funds. Grantee shall repay to MDA any disbursed grant funds not spent or obligated by Grantee on or before **January 2020**.

E. Changes in Scope of Work. Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed provided the MDA program coordinator agrees that such changes are consistent with the Board's intent.

F. Fair Practices Certification. Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, or national origin; or (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MDA, Grantee will submit to MDA information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

G. Anti-Discrimination. Grantee covenants that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by the proceeds of the Grant. Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

H. Legal Compliance. Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations.

I. Grantee's Certifications. Grantee certifies to MDA that:

(1) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and



(2) This agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this agreement the valid and legally binding act and agreement of Grantee.

J. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

H. Default, Repayment and Remedies.

(1) A default shall consist of (i) any use of Grant funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(2) Upon the occurrence of any default, MDA immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(3) Upon the occurrence of any default, Grantee shall have 30 days from the date MDA's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MDA, MDA may terminate this Agreement. In the event of termination:

(4) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(5) MDA may immediately demand repayment of all or any portion of the Grant funds which have been disbursed; and

(6) MDA's remedies of withholding disbursement and of obtaining repayment as described in Section 19(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 19(d) below, and all of such rights shall survive any termination of this Agreement.

(7) If a default occurs, MDA may at any time proceed to protect and enforce all rights available, by suit in equity, action at law, or by any other appropriate proceedings.

I Indemnification. Grantee releases MDA, the Department, the State, and its employees or agents from, agrees that MDA, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MDA, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDA, the Department, the State, and/or its employees or agents, as their interests may appear.

J. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is postmarked, postage prepaid, addressed as follows:

Communications to MDA shall be mailed to:  
**Maryland Department of Agriculture**  
**Maryland Farms and Families Fund**  
**Mark Powell, Chief of Marketing**  
**50 Harry S. Truman Parkway**  
**Annapolis, MD 21401**

K. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MDA.

L. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MDA.

M. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

N. Term of Agreement. This Agreement is effective upon execution by MDA. This Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MDA, and there has been a final settlement and conclusion between MDA and Grantee of all issues arising out of the Grant.

## Attachment 4

### Request for Disbursement

**Company/Grantee Name:** Grantee

**Federal .I.D.#:** XXXX

**Send Check To:** XXXX

**Grant Amount:** \$XXX

<b>FUNDS REQUESTED FOR THIS DISBURSEMENT:</b> \$XXX
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**MDA Representative:** Mark S. Powell

**Grant Period:** 2/1/2019-1/30/2020

**Period Covered:** FY 2019

I certify the above to be a true and accurate accounting of our costs.

<b>XXXX</b>	<b>MDA Representative</b>
Name (please print)	Name (please print)
Title	Title
Date	Date
Signature	Signature